
**DIRECTORATE OF WORKS
UNIVERSITY OF ENGINEERING & TECHNOLOGY
MARDAN**

**DESIGN, BUILD AND INSTALLATION OF 200 KW ON-GRID
PHOTOVOLTAIC (PV), SOLAR SYSTEM FOR NEW ACADEMIC
BLOCK, OLD ACADEMIC BLOCK AND ADMINISTRATION BLOCK
AT UNIVERSITY OF ENGINEERING & TECHNOLOGY MARDAN
(PHASE-I)**



June, 2024

**UNIVERSITY OF ENGINEERING & TECHNOLOGY MARDAN
Main Charsadda Road, Mardan. Phone: 00937-920069
adworks@uetmardan.edu.pk www.uetmardan.edu.pk**

CONTENTS:

REQUEST FOR PROPOSAL (RFP) 1

TERMS AND CONDITION 2

INSTRUCTION TO PROSPECTIVE BIDDERS 3

PREPARATION OF PROPOSAL 4

DOCUMENTS 4

SUBMISSION OF PROPOSAL 5

DATASHEET 6

LETTER OF APPLICATON 8

CONFLICT OF INTEREST 22

UPDATING PREQUALFICATION INFORMATION 22

OTHER FACTORS 22

Technical Evaluation Criteria..... 23

Financial Evaluation Criteria 26

TECHNICAL Specifications..... 27

TIME PERIOD OF Delivery /Installation..... 33

PENALTY/ LATE DILEVERY 33

INSPECTION/ TESTING..... 33

TERMS OF PAYMENTS 33

WARRANTY..... 33

AFTER SALE SERVICES 34

OPERATION MANTINANCE AND TRAINING 34

NET METERING 34

PAYMENT OF APPLICABLE TAXES..... 34

PROJECT PLAN SUBMISSION 34

TURN AROUND TIME..... 35

INTEGRITY PACT----- 36

Form of Performance Security..... 37

Draft of Contract Agreement.....40



UNIVERSITY OF ENGINEERING & TECHNOLOGY MARDAN

REQUEST FOR PROPOSAL (RFP)

University of Engineering & Technology, Mardan invites sealed bids along with 2% bid security of the total quoted price from reputed Contractors/Firms/Companies registered with KPRA and PEC in relevant category with field of Specialization (Who have renewed their registration for the current financial year), who are on Active Taxpayers List (ATL) of FBR, for work “Design, build and installation of 200 KW on-grid photovoltaic (pv), solar system for new academic block, old academic block and administration block at University of Engineering & Technology Mardan”.

The Standard Bidding Documents (SBDs)/Detailed Terms & Conditions can be purchased from Directorate of Works, UET Mardan, during working hours (Monday to Friday)10:00 am to 04:00 pm on non-refundable cash payment of Rs. 2500/-. Firms downloaded tender document from <http://uetmardan.edu.pk> will have to deposit an amount of Rs. 2500/- in the account titled: Miscellaneous Fund UETM, Account No. 0179000000908-00-1, Brach Code:0179, Bank of Khyber (Sugar Mills Road Brach Mardan) as tender document Fee at the time of bid submission.

Sealed Technical and Financial proposals should be submitted in two separate envelopes placed and sealed in one big envelope (as per single stage – two envelopes bidding procedure) up to **09 July,2024 till 11:00 A.M** in the Tender Box of University of Technology, Mardan. Technical proposals will be opened on the same day i.e. **09 July, 2024 at 11:30 A.M** at Conference Room of the University, in the presence of bidders or their authorized representatives who would like to be present. The Financial proposals of only those firms will be opened on a subsequent date, who are declared technically qualified for participation in the financial bid.

Pre-bid meeting of the prospective bidders will be held on **28th June, 2024 at 11.00 A.M** in the University Conference Room.

Tenders received after due date and time will not be considered. The undersigned reserve the rights to accept or reject any bid as per KPPRA rules.

Assistant Director Works
University of Technology, Mardan
Phone: 0937-9230069

UNIVERSITY OF ENGINEERING AND TECHNOLOGY MARDAN



DIRECTORATE OF WORKS

TERMS & CONDITIONS

1. Tender documents will be accompanied by original call deposit i.e. 2% Earnest money in the name of Treasurer, UET Mardan from schedule banks. Without call deposit, (bid(s) will be rejected.
2. The bidder should provide an affidavit to the effect that their firm has not been blacklisted from any Govt./Semi Govt. or Autonomous Organization.
3. All Federal and provincial Taxes, i.e. Income Tax, Professional Tax, KPRA Sales Tax and Stamp Duty or any other admissible tax will be deducted as per directives of the Government issued from time to time.
4. Subletting of Contract(s) is not allowed and violator (s) will be observed strictly under the law/rules.
5. Incomplete/disfiguring/over writing/By Hand/delayed bid shall be considered non- responsive.
6. The bidder shall submit Tender documents through courier or by hand along with photo copy of CNIC, Pakistan Engineering Council registration in relevant category/specialty and Provincial Govt. Enlistment on or before **9th July, 2024 at 11.00 A.M** in the office of the Directorate of Works, UET Mardan.
7. The work order will be issued subject to the availability of fund. Payment of Bills will be made subject to the release of funds
8. If due to any reason the tender is not opened on the due date, the same shall be opened on next working day
9. Any quality control test of work in progress if needed shall be at the cost of contractors.
10. The Contractor is bound to follow the terms and conditions mentioned in the tender.
11. The authority reserves the right to accept/reject any or all the applications/tenders as per KPPRA rules.
12. Bid security of 1st, 2nd and 3rd lowest bidders will be retained by the employer till the approval of bids.
13. All the prevailing KPPRA Rules / Act and other Govt: Notifications issued from time to time shall be applicable
14. All contractor/firms/company are required to be registered with the relevant

INSTRUCTIONS TO PROSPECTIVE BIDDERS

Submission of Applications:

Applications for qualification (one original and 01 copy in hard form) must be received in sealed envelopes to be delivered by hand or through registered mail but not later than **09-07-2024 at 11.00 A.M** to Directorate of Works, UET Mardan, and be clearly marked as

Application For

DESIGN, BUILD AND INSTALLATION OF 200 KW ON-GRID TURNKEY PHOTOVOLTAIC (PV), SOLAR SYSTEM OF NEW ACADEMIC BLOCOLD ACADEMIC BLOCK AND ADMINSTRATION BLOCK AT UNIVERSITY OF ENGINEERING & TECHNOLOGY MARDAN

(PHASE-I)

The applications should be sent/ delivered on following address: -

**Assistant Director Works, University of Engineering & Technology Mardan
Charsadda Road, Mardan 23500, Khyber Pakhtunkhwa Ph: 0937-920069**

The name and mailing address of the Firm/ Company/ Contractor shall be clearly marked on left side of the envelope.

The applications shall be prepared in the English language. Information in any other language shall be accompanied by its translation in English.

Bidders must respond to all questions and provide complete information as advised in this document. Any lapse to provide essential information may result in disqualification of the Bidders.

The clarification required may be asked through post, email or other communication means (**Email Address: adworks@uetmardan.edu.pk**)

PROPOSAL PREPARATION

A brief description of the Assignment and its objectives are provided in the Data Sheet given at Page No.06.

To obtain first-hand information on the Assignment and on the local conditions, Firms/ Companies/ Contractors are encouraged to visit the site before submitting a proposal. The representatives of Firms/ Companies/Contractors shall meet the officials named in the Data Sheet. Please ensure that these officials should be informed about their visit in advance to allow adequate time to facilitate the site visit. Contractor/ Firms / Companies must fully update themselves of local conditions and take them into account while preparing proposal.

The Firm/ Company / Contractor shall provide the inputs specified in the Data Sheet.

Please Note That:

The cost of preparing the proposal and site visit, are not reimbursable as a direct cost for the Assignment.

In case any activity or item is quantified in the financial proposal differently from the technical proposal, the evaluation committee shall have the power to accept the quantification indicated in the financial proposal to make it consistent with that indicated in the technical proposal.

DOCUMENTS

To prepare a proposal, prospective Bidders will use the attached forms/documents listed in RFP as a sample .

Prospective Bidders requiring a clarification of the documents must notify UET Mardan in writing, but not later than seven (07) days before the proposal submission date. Any request for clarification in writing or email shall be sent to the UET Mardan address indicated in the RFP.

SUBMISSION OF PROPOSAL

UET Mardan invites proposals from experienced Firms/ Companies/ Contractors by using single stage-two envelopes procedure for Design, Build and Installation of 200 KW Solar System at New Academic Block, Old Academic and Administration Block, UET Mardan. Following procedure is prescribed for participation in the tender.

The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal; The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;

Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of UET Mardan without being opened;

UET Mardan Technical Committee shall evaluate the technical proposal in a manner prescribed in advance without reference to the prices and reject any proposal which does not conform to the specified requirements.

During the technical evaluation no amendments in the technical proposal shall be permitted.

The financial proposals of the Bids shall be opened publicly at the time day and venue announced and communicated to the Bidders in advance.

After the evaluation and approval of the technical proposal UET Mardan shall at a time within the bid validity period publicly open financial proposal of the technically accepted bids only. The financial proposal of the bids found non-responsive/dis-qualified shall be returned un-opened to the respective Bidders.

The bid found to be the most advantageous bid shall be accepted.

All the Bidders are required to submit their technical proposals which will include but not limited to Company Profiles, Proposed Design including Lay out of installations and Project execution plan of solar power system at UET, Mardan. This information will also be provided in soft form for presentation to the technical/works committee. The presentations will be held after evaluation of bids and will be communicated to the successful bidder.

Financial Bids of technically qualified Bidders will be opened for financial evaluation. Financial Proposal will be evaluated as per given criteria. The Firm/ Company/ Contractor with the highest score (both in technical and Financial) will be selected for the award of work “Design, Build and Installation of solar system at UET Mardan”.

DATA SHEET

Name of the Assignment/Scope of Work:

DESIGN, BUILD AND INSTALLATION OF 200 KW ON-GRID TURNKEY PHOTOVOLTAIC (PV), SOLAR SYSTEM OF NEW ACADEMIC BLOCK, OLD ACADEMIC BLOCK AND ADMINISTRATION BLOCK AT UNIVERSITY OF ENGINEERING & TECHNOLOGY MARDAN

(PHASE-I)

Name of the Client: University of Engineering & Technology Mardan

Description and the Objectives of the Assignment:

UET Mardan invites bids from reputed and well-established Firms/ Companies/ Contractors of Alternative & Renewable energies (AREV1) to provide the Net- Metering facilitation and license through PESCO/WAPDA having valid NTN / Sales Tax registration with active ATL Status in FBR record for work “Design, Build and installation of 200 KW approximately ($\pm 10\%$) or suitable capacity in accordance with the need of, On-Grid Tied Solar PV System, required for **UET Mardan**”

For Queries Please contact:

0937-920069

Address for writing on the proposal:

Assistant Director Works, UET Mardan

Charsadda Road, Mardan 23500, Khyber Pakhtunkhwa Ph: 0937-920069

Pre-bid Meeting:- Pre-bid Meeting of the prospective bidders will be held on **28th June (Friday), 2024 at 11.00 A.M** in the Conference Room, UET Mardan to address the queries of the bidders (if any) so as to resolve the issue (if any) before the submission of tenders before the date of opening of tenders.

Selection Procedure: -

The Contractor/firm/company shall be selected under the selection method of combining the obtaining score in technical (70 marks) and financial (30 marks). The procedure for opening of proposals will follow the principles of P.E.C/KPPRA. **Single Stage-two envelope procedure**, which is presented as follows: -

- (i) The bid shall comprise a **single package** containing two separate envelopes. Each envelope shall contain **separately the financial proposal** and the **technical proposal** and evaluation to be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.
- (ii) Initially, only the envelope marked “**TECHNICAL PROPOSAL**” be opened and the envelope marked as “**FINANCIAL PROPOSAL**” shall be retained in the custody of the procuring agency without being opened.
- (iii) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance in the RFP, **without reference to the price** and reject any **Technical Proposal** which manifests material deviation from the specified requirements.
- (iv) During the technical evaluation, no amendments in the technical proposal shall be permitted. After the evaluation and approval of the TECHNICAL PROPOSAL, the procuring agency, shall at a time within the bid validity period, publicly open the FINANCIAL PROPOSALS of the technically qualified firms at a time, date and venue announced and communicated to the contractor/firm/company in advance for the attendance of their authorized representative duly notified in advance.
- (v) The proposals found to be highest ranked determined after the combined evaluation of TECHNICAL and FINANCIAL proposals obtaining highest total combined score as per prescribed procedure in the RFP shall be recommended and submitted for acceptance to the Authority.

The weights given to the Technical and Financial Proposals are: Technical: 70%, Financial: 30%

Date and time of Technical and Financial Proposal submission:

09-07-2024, 11:0 AM

Date and time of opening of the Technical Proposal:

Technical bid will open on 09-07-2024, 11:30 PM and Financial bid opening date of the technically qualified bidders will be communicated later.

Date and time of technical presentation (if any) will be announced as per instructions of the authority of UET Mardan

Validity period of the Proposal:

120 Days from the date of opening of technical proposal.

Assistant Director Works

Charsadda Road, Mardan 23500, Khyber Pakhtunkhwa Ph: 0937-920069

Method of Evaluation:

The proposals will be evaluated as prescribed in evaluation criteria.

Completion Time: The work will be completed within the speculated period of time as mentioned in the Work Order (days) issued to the successful bidder.

Performance Security @10% of the Contract Value (to be submitted within

15 days after Contract Award) in the form of bank Guarantee by Scheduled bank of the State Bank of Pakistan(No other form of guarantee would be allowed)

Payment Procedure: As per contract agreement/doc

NOTE:

All application forms are required to be filled by the bidding Firms / Companies/ Contractors and duly signed.

To be filled by Bidding Firm/ Company/ Contractor

Letter of Application

[Letterhead paper of the Applicant, including full postal address, telephone no, fax no., telex no., cable and e-mail address]

Date:

To:

.....
[Name and address of the UET Mardan]

Sir,

1. Being duly authorized to represent and act on behalf of..... (Here in after “the Applicant”), and having reviewed and fully understood all the information provided, the undersigned hereby apply to a Bidder for the following project: -

DESIGN, BUILD AND INSTALLATION OF 200 kw ON-GRID TURNKEY PHOTOVOLTAIC (PV), SOLAR SYSTEM OF NEW ACADEMIC BLOCK, OLD ACADEMIC BLOCK AND ADMINSTRATION BLOCK AT UNIVERSITY OF ENGINEERING & TECHNOLOGY MARDAN

(PHASE-I)

2. Attached to this letter are copies of original documents defining:
 - (a) The Applicant's legal status i.e.; PEC valid registration in the relevant category/specialization, registration certification with KPRA, FBR and other relevant bodies/departments wherever is required
 - (b) The principal place of business; Form C or equivalent.
 - (c) The place of incorporation (for applicants who are corporations); or
 - (d) Active registration with Alternative Energy Development Board (AEDB)

The place of registration and the nationality of the owners (for applicants who are in partnerships or have individually-owned firms)

3. UET Mardan and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. UET Mardan and its authorized representatives may contact the following persons for further information, if needed: -

| General and Managerial Inquiries | |
|---|-------------|
| Contact 1 | Telephone 1 |
| Contact 2 | Telephone 2 |

| Personnel Inquiries | |
|----------------------------|-------------|
| Contact 1 | Telephone 1 |
| Contact 2 | Telephone 2 |

| Technical Inquiries | |
|----------------------------|-------------|
| Contact 1 | Telephone 1 |
| Contact 2 | Telephone 2 |

| Financial Inquiries | |
|----------------------------|-------------|
| Contact 1 | Telephone 1 |
| Contact 2 | Telephone 2 |

-
5. This application is made with the full understanding that:
- (a) Bids will be subject to verification of all information submitted at the time of bidding;
 - (b) UET Mardan reserves the right to:
 - (i) amend the scope and value of any contract under this project; in such event bids will only be called from technically qualified Bidders who meet the revised requirements; and
 - (ii) Reject or accept any application, and reject applications with cogent reason.
 - (c) UET Mardan shall not be liable for any such actions and shall be under no obligation
 - (d) UET Mardan shall not be liable for consequences of, and shall be under no obligation to inform Applicants of the grounds for, actions taken under Para 5(b) here above.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

| |
|--|
| Signed: |
| Name: |
| Official Correspondence Head office Address: |
| With Contact Number of Firm/ Company / Contractor (Telephone/ Mobile): Email Address: |

Application Form A-1

Page ___ of ___ Pages

General Information

All individual Firms/ Companies/ Contractors are requested to complete the information in this form. Nationality information is also to be provided for foreign owners as required under the PEC Bye-Law.

Where the Applicant proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractor(s).

| | | |
|----|--|------------------------------------|
| 1. | Name of Applicant (Firm/Company/ Contractor) | |
| 2. | Head Office Address: | |
| 3. | Telephone: | Contact Person: Name: Title: |
| 4. | Fax: | Telex: |
| 5. | Place of Incorporation/Registration | Year of incorporation/registration |

| NATIONALITY OF OWNERS | | |
|------------------------------|-------------|--------------------|
| | NAME | NATIONALITY |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

| |
|--|
| Name of Applicant (Firm/Company/ Contractor) |
|--|

All individual applicants are requested to complete the information in this form. The information supplied should be the annual turnover of the applicant, in terms of the amounts billed to clients for each year for work in progress or completed over the past three years.

| Annual Turnover | | |
|------------------------|--|---------------------------------------|
| Year | Turnover (in actual currency) | Equivalent Rupees in Millions. |
| 1. | | |
| 2. | | |
| 3. | | |

Or attach Bank statement of 03 years

Completed Projects Experience Record

| |
|--|
| Name of Applicant (Firm/Company/ Contractor) |
|--|

To qualify, the Applicant shall be required to pass the specified requirements applicable to this form, as set out in the: Instructions to Applicants.

On a separate page, using the format of Application Form A-4, each is required to list all contracts of a value equivalent to Pak Rs. in million (User/UET Mardan) to provide the amount) of completed projects that are similar in nature and complexity to the contract for which the Applicant wishes to qualify, undertaken during the last five years. The information is to be summarized, using Application Form A-4, for each contract completed or under execution by the Applicant.

- **Contractor Experience**

1. Provide overview of the firm’s commercial grid-connected PV experience Average commercial grid-connected PV system size installed by your company during the last five years.

- **Contractor References**

1. List three (3) or more commercial grid-connected PV projects installed over the last five years. Use the **Application Form A-4**.

Details of Contracts of ongoing projects

| |
|--|
| Name of Applicant (Firm/Company/ Contractor) |
|--|

Use a separate sheet for each contract.

| | |
|-----|---|
| 1. | Name of Contract |
| | Country |
| 2. | Name of Client |
| 3. | Client Address |
| 4. | Nature of works and special features relevant to the contract for which the Firm/ Company/ Contractor wishes to prequalify |
| 5. | Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor |
| 6. | Value of the total contract (in specified currencies) at completion, or at date of award for current contract Currency..... Currency..... Currency..... |
| 7. | Equivalent in Pak/Rs. |
| 8. | Date of Award |
| 9. | Date of Completion |
| 10. | Contract Duration (Years and Months) _____ Years _____ Months |
| 11. | Specified Requirements1 |

Insert any specific criteria required for particular operations, such as annual volume of designing, procurement, or fabrication of photovoltaic solar systems.

Summary Sheet: Current Contract Commitments/Works in Progress

| |
|--|
| Name of Applicant (Firm/Company/ Contractor) |
|--|

Applicants should provide information on his current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.

| Name of Contract | Value of Outstanding work (Equivalent Pak Rs. Millions) | Estimated Completion Date |
|-------------------------|--|----------------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

Personnel Capabilities

| |
|--|
| Name of Applicant (Firm/Company/ Contractor) |
|--|

For specific positions essential to contract implementation, Applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form (A-7) for each candidate.

| | |
|----|-----------------------------|
| 1. | Title of Position |
| | Name of Prime Candidate |
| | Name of Alternate Candidate |
| 2. | Title of Position |
| | Name of Prime Candidate |
| | Name of Alternate Candidate |
| 3. | Title of Position |
| | Name of Prime Candidate |
| | Name of Alternate Candidate |
| 4. | Title of Position |
| | Name of Prime Candidate |
| | Name of Alternate Candidate |

Candidate Summary

Name of Applicant (Firm/Company/ Contractor)

| Position | | Candidate [Tick appropriate one] <input type="checkbox"/> Prime <input type="checkbox"/> Alternate |
|-----------------------|-------------------------------|--|
| Candidate information | 1. Name of Candidate | 2. Date of Birth |
| | 3. Professional Qualification | |
| Present employment | 4. Name of Client | |
| | Address of Client | |
| | | |
| | Telephone | Contact (manager/personnel officer) |
| | Fax | Telex |
| | Job title of candidate | Years with present firm |

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

| Month/ Dates/Year s | | Company / Project / Position / Relevant technical and Management experience |
|------------------------------------|-----------|--|
| From | To | |
| | | |
| | | |
| | | |
| | | |
| | | |

| |
|--|
| Name of Applicant (Firm/Company/ Contractor) |
|--|

The Applicant shall provide adequate information to demonstrate clearly that he has the capability to meet the requirements for each and all items of equipment listed in his proposal. A separate Form shall be prepared for each item of equipment proposed by the Applicant.

| Item of Equipment | | |
|--------------------------|---|------------------------|
| Equipment information | 1. Name of manufacturer | 2. Model |
| | 3. Capacity | 4. Year of manufacture |
| Current status | 5. Current location | |
| | 6. Details of current commitments | |
| | | |
| Source | 7. Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased | |

Omit the following information if it is owned by the Applicant or partner.

| | | |
|-----------|--|------------------------|
| Owner | 8. Name of owner | |
| | 9. Address of owner | |
| | | |
| | Telephone | Contact name and title |
| | Fax | Telex |
| Agreement | Details of rental/lease specific to the Project. | |
| | | |
| | | |

Financial Capability

| |
|--|
| Name of Applicant (Firm/Company/ Contractor) |
|--|

Applicants should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each Applicant must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

| | | |
|---------------|-------------------|------------------------|
| Banker | Name of banker | |
| | Address of banker | |
| | | |
| | Telephone | Contact name and title |
| | Fax | Telex |

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the previous three years, based upon known commitments, projected assets and liabilities in Pak Rupees equivalent for the next two years.

| Financial information in Pak Rs. or equivalent | Actual: previous five year | | | | | Projected: next two years | |
|---|---------------------------------------|----------|----------|----------|----------|--------------------------------------|----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1. Total assets | | | | | | | |
| 2. Current assets | | | | | | | |
| 3. Total liabilities | | | | | | | |
| 4. Current liabilities | | | | | | | |
| 5. Profits before taxes | | | | | | | |
| 6. Profits after taxes | | | | | | | |
| 7. Turn over | | | | | | | |

Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments.

| Source of financing | Amount (Pak Rs. or equivalent) |
|----------------------------|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

Attach audited financial statements for the last five years (for individual Firm/Company/ Contractor).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin in case of foreign firms.

CONFLICT OF INTEREST

The Applicant must not be associated, nor have been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other prequalification and bidding documents for the project, or was proposed as Engineer for the contract, over the last five years. Any such association may result in disqualification of the Applicant.

UPDATING PREQUALIFICATION INFORMATION

Applicant shall be required to update the financial, personnel and equipment information used for technical qualification at the time of submitting their bids, to confirm their continued compliance with the qualification criteria and verification of the information provided at the time of technical qualification. A bid shall be rejected if Applicant's technical qualification thresholds are no longer met at the time of bidding.

OTHER FACTORS

Only Applicant firms/ companies / contractors that have been technically qualified under this procedure shall be eligible for opening of the financial bid. If a firm submits more than one bid, all bids including that bidder will be rejected. This rule will not apply in respect of bids which include specialist sub-contractors who are used by more than one Bidder.

The UET Mardan reserves the right to: -

- a) Amend the scope and value of contract to be bid, in which event the Bidder (s) will only bid among those technically qualified Bidders who meet the requirements of the contract as amended.
- b) Reject or accept any application; and
- c) Cancel the bidding process and reject all applications with assigning a cogent reason.

The UET Mardan shall neither be liable for any such actions nor be under any obligation to inform the Applicants of the grounds for rejection, however, may be debriefed if solicited.

Applicants may be informed in writing by letter or e-mail within 06 weeks from the date of opening of applications about the result of their applications and may be debriefed if solicited.

QUALIFICATION CRITERIA

A. Mandatory Requirements:

- i. Valid registration with PEC in relevant category/specialization solarization.
- ii. Affidavit of no blacklisting prepared within the current month of submission of Bids.
- iii. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder. In case, the firm has never been involved in litigation, an affidavit to such effect should be provided.
- iv. Registration with income tax department (Valid NTN).
- v. Registration with KPRA Department.
- vi. On Active Tax Payer's List of Federal Board of Revenue at the time of submission of Bids.

Technical Bid Evaluation Criteria

| | | | |
|---|--|--|----------------------------|
| Technical Bid Evaluation | 32.1 Technical bids will be scrutinized, examined and evaluated on following setout evaluation standard: | | |
| | S # | Mandatory Requirement | Scale of Evaluation |
| | 1 | Technical Compliance of the specification (BOQ) (Sub Division of Marks at Appendix-A) | 30 Marks |
| | 2 | Financial Soundness (Sub Division of Marks at Appendix-B) | 05 Marks |
| | 3 | Experience of Similar Nature Completed Project (Sub Division of Marks at Appendix-C) | 15 Marks |
| | 4 | Experience of Similar Nature Ongoing Project (Sub Division of Marks at Appendix-D) | 15 Marks |
| | 5 | Guarantee / Warranty (Sub Division of Marks at Appendix-E) | 03 Marks |
| | 6 | Provision of after sales services (Sub Division of Marks at Appendix-F) | 02 Marks |
| | TOTAL | 70 Marks | |
| * Minimum 60 percent marks (42) in technical for qualification. | | | |

Appendix A: Sub division of Marks for Compliance of Technical Specification (30 Marks)

| S.NO. | Name of Item | Description | Marks |
|-------|--------------|---|-------|
| 1 | Inverter | USA/ Europe/ Japan Singapore/Malaysia/Taiwan/Korea/ China | 15 |
| | | Other | 10 |
| 2 | Panel | Tier-1 A Grade Canadian JA-N | 15 |
| | | Other | 10 |

Appendix B- Financial Health (5 Marks)

| Annual Turn Over | Marks |
|--|-------|
| Average Annual Turnover of last three years > or = PKR 50 Million | 5 |
| Average Annual Turnover of last three years from PKR 25 Million up to PKR 99 Million | 3 |
| Average Annual Turnover of last three years from PKR 15 Million up to PKR 49 Million | 1 |

Appendix-C: Experience of Similar Nature Completed Project (15 Marks)

| S.NO | INSTALLED CAPACITY EXPERIENCE COMPLETED | MARKS ALLOCATED |
|------|--|-----------------|
| 1 | 03 no's or more projects of 200 kw and above | 15 |
| 2 | 02 no's of projects of 200 kw and above | 10 |
| 3 | 01 no' of projects of of 200 kw and above | 5 |

Appendix-D: Experienced in Similar Nature Ongoing Project (15 Marks)

| S.NO | PROJECTS EXPERIENCE IN HAND | MAKRS ALLOCATED |
|-------------|--|------------------------|
| 1 | 01 no's or more solar power projects of more than or equal to 200 kw | 15 |
| 2 | 01 no's or more projects of more than or equal to 150 KW | 10 |
| 3 | 01 no's project of more than or equal to 100 kw | 5 |

Appendix-E: Warranty Period (03 Marks)

| Name of Item | Warranty | Marks |
|---------------------|--------------------|--------------|
| INVERTOR | Up to 5 YEARS | 1.5 |
| | Up to 4 YEARS | 0.5 |
| PANEL | Up to 30 YEARS | 1.5 |
| | Less than 30 YEARS | 0.5 |

Appendix-F: After Sale Service (02 Marks)

| Name of Item | Warranty | Marks |
|--------------------------|------------------------|--------------|
| INVERTOR | More Than 2 years | 1 |
| | Below Two Years | 0.5 |
| Other accessories | 2 or more Than 2 years | 1 |
| | Below Two Years | 0.5 |

| | | |
|--|---|---|
| Financial Bid Evaluation | After evaluation/marketing of bidders in technical evaluation process, Financial bids of only technically qualified bidders will be opened. | |
| | Bid Prices & Entries | Each offered item to be entered separately (with unit & total cost preferably) inclusive of cost of items and transportation charges up to UET, Mardan. duties/taxes of delivery, installation/testing/commissioning /operational training etc. (as and where applicable) will also be responsibility of the bidder/supplier. The bid must be made on company letter head quoted rates of items in Pakistan Rupees (duly signed and stamped beneath by the bidder firm/company or authorized person). |
| | Bid Validity | 90 Days from the date of opening financial tenders. |
| | Amount of Earnest money | 2% of total bid amount |
| | Form of Earnest Money | CDR from the scheduled bank in favor of the UET, Mardan, shall be attached by the bidder |
| | Registration of Firm | NTN & GST Registration Certificates shall be attached by the bidder. |
| <p>After initial scrutiny of above factors of financial bids, comparative statement of prices will be prepared. The lowest bid will get highest marks which are 30 and subsequently higher bids will get proportionally less marks as per following formula: -</p> $30 - \left(\frac{r_i - R}{r_i} \right) \times 30$ | | |

Technical Specification:-

| Specifications of Inverter | | | |
|-------------------------------------|--|--------------------|----------------|
| Parameters | Description | Qty | Rating |
| Specification | <i>Minimum 200 KW ON Grid Inverter Wifi Enabled, with 5 Years Warranty having Maximum Efficiency of 98.8% with Natural cooling Technology.</i> | As per requirement | Minimum 200 KW |
| Type of Inverter | <i>Grid Tied- 3 Phases, WAPDA / Gen.Sync. with built-in Wi-Fi for Data Monitoring.</i> | | |
| Make | <i>Japan/European/USA Singapore/Malaysia/Taiwan/Korea/China or equivalent.</i> | | |
| No of MPPT tracker | 10 independent MPPT trackers | | |
| Maximum input Nos. per MMPT tracker | 2 | | |
| Nominal AC Voltage | 3 c, 230/400 VAC 50Hz | | |
| Total Harmonic distortion | 5.3% | | |
| Efficiency | 98.8% peak | | |
| Protection Class | IP 66 | | |
| Standby power consumption | <10W | | |
| Operating Temperature humidity | -25 2C " 60 QC and 100% | | |
| Topology | Transformer less | | |
| Max Input Voltage | 1KV | | |
| Rated Power @ 400 V 3 4 50Hz | 115 KW | | |
| Max AC Power | 125 KVA | | |
| Power Factor @ Rated power | 1 | | |
| Remote Monitoring App | Yes | | |
| Protections | | | |

| | | |
|---|--|--|
| <p>AC/ DC Protection</p> <ul style="list-style-type: none">i. AC/ DC Over Voltage Protectionii. AC/ DC Under Voltage Protectioniii. AC/ DC Over Current Protectioniv. AC/ DC Reverse polarity Protection, Over Temperature Protection, Surge Protection and Grid code complied | | |
|---|--|--|

Specifications of Solar Pannels

| Parameter | Description | Qty | Rating |
|--------------------------------------|--|---------------------------|----------------|
| Specification | Tier-1 A Grade Canadian Bifacial double glass N-Type, , JA Bifacial double glass N-Type or equivalent Solar PV Modules 575-585W 144 Cells, TOPCon Technology having 22.3% Efficiency, 12 years of Product Warranty & 30 Years of Linear Performance Warranty with Flash Test Report, SGS & Shipments Documents | As per actual requirement | Minimum 200 Kw |
| PV Genset | PV Genset | 1 | 200 kw |
| PV Size | >500W | | |
| Qty of cells | >140 | | |
| Bus Bar | 16 Bus Bar solar cell | | |
| Cell Quality | A Grade, tier 1 | | |
| Module Efficiency | >22% | | |
| Operating Temperature | -40.2C to +85.2C | | |
| Temperature Coefficient of Pmax | -0.40%/2C or better | | |
| Fill Factor (Calculations Required) | 77% or higher at STC | | |
| Certification or equivalent | IEC 61215, IEC 61730, IEC61701 ED2,UL1703 | | |
| Frame | Must withstand 5400 PA Load | | |
| Junction Box | IP 68, IP 67, IP 66 rated, with bypass diodes | | |
| Connectors | MC4 | | |
| Front Cover | 3.2mm tempered glass or higher | | |
| Warranty | 12 years' product replacement 12 years for 90% of warranted minimum power 11 - up to 30 years for 85% of warranted minimum power | | |
| Specification of Other items: | | | |
| Structure | Customized or elevated structure/panel (6 Inches H-Beam girder with C type 16 gauge 2.5 inches channel. | 200 Kw | Job |

| | | | |
|----------------------|---|---|-----|
| Civil Work | Concrete Foundation for Girder Base(A proper Concrete Foundation should be made to strengthen the Structure). | 1 | job |
| Accessories | Combiner Box, Connectors, Circuit Breakers, IP65 MC4 Connector, Voltage Protector Etc(2P DC Breaker 32/63Amp Schneider/Tomzin or equivalent, AC Breaker 4P 400Amp Schneider/Tomzin or equivalent and DC SPDS). | 1 | job |
| Wiring | 6mm CopperGat, Fast Cable or equivalent with Double PVC Coating & Heat proof DC Cable Pakistan, Copper Gat or Fast Cable Pure 99.9% Copper AC Wire 180mm or equivalent. | 1 | job |
| Data Logger | Smart Data Logger 3000A PTA Approved to Monitor and Manage the PV Power Generating System & Connect upto 80 devices | 1 | Job |
| Earthing & Lightning | Earthing & Lightning Complete System with all accessories like Earthing Rod, Earthing Plate, Salt, Nut bolts, 10mm ² Standard copper Wire and Earthing Powdwe (Proper Bore will be done for Earthing) and for Lightning Arrester Height should be more than 10m from structure and 3m Away from Structure. | 1 | job |
| Net Metering | License Fee, NOC for Bi-Directional Meter, Issuance of Bi-Directional Meter and Net Metering should be Installed in Two to Three Months. | 1 | job |
| Services | Site Survey, Designing. Transportation, Installation, Testing and Commissioning of Solar System with One year of free Services. | 1 | job |

| | |
|--------------------------|---|
| AC Protection | Yes |
| Anti-Islanding Provision | Yes |
| LVRT | Grid Frequency under/ over |
| Protection | Ground Fault Protection Leakage protection |
| Interface | -RS232/US8 -RS48 Modbus Protocol / Ethernet -LCD Display -Local Monitoring Software should be lifetime free of cost &integrated |
| Compliance | UL1741/ 1EEE1547, UL 1998, CE,EN 50178, or EN-624109-1, EN 62109-2, EN 61000-6-2,EN-621000-6-4,EN 61000-3-11, EN 61000-3-12, EN 50178, IEC 62103, EN 55011, IEC 61000-3-11,IEC 61000-3- 12,IEC 61000-6-3 IEC 62109-1/2, AND UL 1741 IEC 61727, VDE-All-N 4105, VDE 0125-11,G59/3, (different country standards needed for net metering) |

Panel Mounted Structure on Roof Tops of the New Academic Block, Old Academic Block and Administration Buildings.

| |
|---|
| <p>Specifications:</p> <ol style="list-style-type: none"> a. GI Mountings (Hot Dip) for Flat Roof Tops with at-least 15- d e g r e e o r a s p e r s i t e r e q u i r e m e n t tilt designed at wind speed of 40m/s. b. Shading shall be avoided all year around from 9:00 am to 4:00 pm. c. To allow for regular cleaning of the solar module, it should be accessible to cleaning staff. d. Complete Design, Structural and shading analysis report is required to be provided. |
|---|

PV to inverter

- a. **PV to inverter** Cable size should be designed appropriately for Losses not more than 1.5%, 99% pure copper or higher, tin coated & UV coated (Soft).
- b. Panel wiring (4mm²), Double EVA-XLPE Double insulation 1500 V, combiner boxes, conduits, clamps etc. as required.
- c. High Voltage wiring and circuit breakers, conduits etc. (50 feet / inverter).

Cable Duct / Tray

Item Specifications:

PV to Inverter-Type, Galvanized Cable Tray with ventilation

Grid (DB) to inverter: Galvanized Cable duct (Size/length as per Design).

Must be durable and does not support combustion

Inverter to Load (DB): Galvanized cable duct (Size/ length as per design). Must be durable and does not support combustion. PVC Dura duct where indoor.

Earthing Cable

Earthing Cable to Connect PV Module Earthing: - Cable should be appropriate to provide PV Mounting structure/ Inverter with protection to complete PV plant with lightning arrestors, 99% pure earth bus bar copper or higher.

Grounding Test report to be provided with resistance lower than 5 Ohm.

Net Metering

Applicant to undertake and ensure that Net-Metering process is fully done from submission of documents, issuance of NEPRA net meter license, installation of Bi- Directional meter by PESCO and fully fictionalization of Net-Metering process.

TIME PERIOD OF DELIVERY / INSTALLATION.

Delivery / Installation Period: - The delivery/installation time should not be more than period/days mentioned in work Order from the date of signing of contract. Installation, testing, integration and commissioning time if applicable shall not be more than 1 week from the above mentioned time period excluding the installation of net meter besides NEPPRA license.

PENALTY / LATE DELIVERY

In the event of any delay in delivery beyond Period mentioned in Work Order the Successful Bidder shall inform UET Mardan, before expiry of such period giving reasons / justifications for delay.

However, UET Mardan reserves the right to take following actions: -

- a) Evaluate the request for extension in delivery period as per its merit and may consider extension in delivery/installation period or otherwise.
- b) In case of late delivery for the reason swell within control of the firm, liquidation damages at the rate of 1% per 04 weeks but not exceeding 10% of the total value of undelivered/stores items may be levied
- c) May cancel the contract.
- d) The UET Mardan decision under this clause shall not be subjected to arbitration.

INSPECTION / TESTING

UET Mardan Technical Committee will inspect and test the supplied Distribution Switches with accessories as per specifications and accessory list after arrival at the premises. All applicable tests would be conducted in the presence of UET Mardan Technical Team and required test reports would be signed by both the parties and submitted to UET Mardan to ensure 100% work performance of equipment and services.

TERMS OF PAYMENT

No advance payment will be made to the contractor as per Government rules. The payment will be made to the contractor after inspection of the work done by a committee of experts constituted by the University. If found in order in all respects after the successful and complete work, the payments would be made.

WARRANTY

Standard warranty service and repair will be provided for all items under this procurement. The warranty coverage must be valid on all items as per technical specification to tender documents after their successful supply, installation and commissioning.

AFTER SALE SERVICE.

- a. Applicant will guarantee the availability and the supply of Essential Maintenance Spares and Parts required to keep the equipment operational for a period as per the warranty of all items from the date of inspection & commissioning of equipment.
- b. The Applicant would provide details of any improvement's modifications in the supplied equipment during warranty period in currency of the contract if carried out by the OEM.

OPERATION MAINTENANCE & TRAINING

The Applicant is required to provide operation maintenance for a period of 05 years of the installed system including on job training to the staff of UET Mardan for operation.

NET-METERING

Net-Metering to be covered with end to end facilitation by the Applicant, however the fees will be borne by successful bidder (AS Quoted in BOQ) as per PESCO/WAPDA charges and may be known before execution of project as it can be made part of the agreement.

PAYMENT OF APPLICABLE TAXES

The Applicant, and their employees shall be responsible for payment of all their taxes, including income tax, sales tax on services and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes. Taxes to be borne by the Successful Bidder on any payment arising out of the contract, as per applicable laws.

PROJECT PLAN SUBMISSION

The Final Project Execution Plan shall be submitted by the Successful Bidder within 10 days from the date of receipt of Letter of Acceptance, which shall be either planed on MS-Project or Primavera Latest Version. It will contain the following minimum information but not limited to the following: -

- i. A Bar Chart identifying the critical activities, with completion date.
- ii. TECHNICAL / USER MANUAL / PUBLICATION: Successful Bidder will be bound to provide subject material to UET Mardan before commissioning.

TURN AROUND TIME

07 days for the turnaround time (TOT) for replacement of equipment (if required with its alternate arrangement by Firm / Company/ Contractor without hampering the power supply), spare parts, curing a fault, maintenance, etc. would be allowed, the shipping cost of the provision initially and otherwise of the equipment and parts during the whole contract period should be borne by Firm/Company/ Contractor.

INTEGRITY PACT

If the successful bidder are found to have violated or involved in violation of the Integrity Pact signed by the Firm / Company/ Contractor at the time of contract then UET Mardan shall be entitled to:

- a) Recover from the Firm / Company/ Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Firm/Company/ Contractor or any of his Subcontractors, agents or servants.
- b) Terminate the Contract;
- c) Recover from the Firm / Company/ Contractor any loss or damage to the UET Mardan as a result of such termination or of any other corrupt business practices of the Firm / Company/ Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 (FIDIC, Fédération International Des Ingénieurs- Conseils) and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Operator under Sub-Para (a) and (c) of this Sub- Clause.

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

The Contractor hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, Contractor represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

The Contractor certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, The Contractor agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by The Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Seal and Signature of the Contractor

Witnesses:

1. _____

2. _____

FORM OF PERFORMANCE SECURITY

(Bank / Insurance Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Contractor) with address: _____

—

—

Penal Sum of Security (express in words and figures)

Letter of Acceptance No. _____ Dated

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal

has accepted the Employer's above said Letter of Acceptance for _____

_____ (Name of Contract) for the

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PS-2

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor

shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

1. Signature _____

2. Name _____

Corporate Secretary (Seal)

Title _____

3.

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

DRAFT OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the ____ day of _____ 2024 between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Acceptance;
 - (b) Technical Proposals
 - (d) Financial Proposals
 - (e) The Specifications; and
 - (f) Terms & Conditions
 - (g) Data Sheet
 - (h) Work Order
 - (I) Any other relevant documents related to this Assignment.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of the Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)